

HIGH COURT OF JUDICATURE CHHATTISGARH : BILASPUR**SINGLE BENCH : HON'BLE SHRI S.R. NAYAK, C.J.****Writ Petition No.2755 of 2003****Petitioner**

Rajesh Kumar Murarka
 Aged about 41 years
 S/o Shri N.M. Murarka
 R/o 126, T.P. Nagar,
 Korba (C.G.)

Versus

Respondents

1. South Eastern Coalfields Ltd.
Through Chairman cum Managing
Director, Seepat Road, Bilaspur
(Chhattisgarh)
2. Chief General Manager
(Contract Management Cell)
South Eastern Coalfields Ltd.
Seepat Road, Bilaspur (C.G.)
3. Chief General Manager,
Gevra Area, Korba (C.G.)

Present : Shri N.L. Soni learned counsel for the petitioner.
 Shri Vinay Harit, learned Sr. Adv. with Shri N. K.
 Shrivastava, learned counsel for respondents No. 1 to 3.

ORAL ORDER
(Passed on 20.7.2006)

This writ petition is liable to be dismissed in *limine* for more than one reason. Firstly, the petitioner cannot have any legitimate grievance against condition 43 of the agreement. Condition 43 of the agreement provides that "the coal should be loaded in the tipper(s)/truck(s) maximum registered carrying capacity only and the same shall be checked on trip basis and the transporting charges for the quantity of coal loaded beyond the registered carrying capacity shall not be allowed as a penalty." It is trite that in terms of the agreement, the petitioner-contractor is permitted to carry the goods up to the prescribed maximum weight and not beyond that. Secondly, the petitioner was awarded the contract for transportation of goods only for a period of 25-11-2002 and that term itself expired long back. Thirdly, the prayer of the petitioner to

issue mandamus to the respondents to redraft the terms and conditions of the agreement is required to be noted only to be rejected in *limine*, because, such relief could not be granted to the petitioner. Furthermore, issuance of such direction at this distance of time would not arise. If there is any violation of rights and obligations by the contracting parties arising out of the contract, it is for the petitioner to work out his legal remedies by instituting appropriate proceedings before the jurisdictional Civil Court or under arbitral clause. That right is reserved to the petitioner. Writ petition is, therefore, dismissed.

Sd/-

CHIEF JUSTICE

Karnale